

## CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT made the 28<sup>th</sup> day of May, 2015, in the Territory of the U. S. Virgin Islands by and between the Government of the Virgin Islands, **DEPARTMENT OF PROPERTY AND PROCUREMENT**, on behalf of the **DEPARTMENT OF EDUCATION**, 1834 Kongens Gade, St. Thomas, Virgin Islands 00802-6746 (hereinafter referred to as "Government"), and **American Institutes for Research in the Behavioral Sciences, Inc.**, 1000 Thomas Jefferson St., NW, Washington, DC 20007 (hereinafter referred to as "Contractor").

### WITNESSETH:

WHEREAS, the Department of Education ("Department" or "DOE") seeks to improve student learning in the Virgin Islands Public Schools by developing a comprehensive system of shared understanding of effective teaching, teacher/leader standards, evidence-based feedback as part of an evaluation process, and an evaluation system that promotes ongoing professional learning for promoting and improving teacher and leader effectiveness; and

WHEREAS, the Department received technical assistance from the United States Department of Education ("USDE") through the Florida and the Islands Regional Comprehensive Center ("FLICC") towards Student Improvement Planning and the development, design, and facilitation of the teacher/leader framework; and

WHEREAS, through FLICC the Contractor provided extensive professional services to the Department in support of the design, roll out, and subsequent analysis of the Teacher and Leadership Effectiveness System to include the principal observation, portfolio; professional growth and all components of the principal framework design; and

WHEREAS, the Department seeks to launch full implementation of the Teacher and Leader Effectiveness System during the 2014-2015 and 2015-2016 school years and is in need of a Contractor to provide consulting services to support the implementation through communication planning and provide coaching support to teachers and administrators;

WHEREAS, the Contractor represents that it is willing and capable of providing such services; and

WHEREAS, Contractor represents that it has complied with all applicable local and federal laws and rules and regulations, as they apply to the implementation of the Contract; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

#### 1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this Contract.

#### 2. TERM

This Contract shall commence upon the execution by the Governor of the Virgin Islands and shall terminate on December 30, 2015. The Government shall have to option to renew the

Contract for one (1) additional one (1) year period, subject to the appropriation and availability of funds, and provided that the Government serve written notice of its decision to exercise said option prior to the expiration of the Contract Term.

**3. COMPENSATION**

The Government, in consideration of the satisfactory performance by the Contractor of the services described in Addendum I (Scope of Services), agrees to pay the Contractor the sum of **SIXTY-ONE THOUSAND, SIX HUNDRED DOLLARS AND ZERO CENTS (\$61,600.00)**, in accordance with the provisions set forth in ADDENDUM II (Compensation) attached hereto and made a part of this Contract.

**4. TRAVEL EXPENSES**

Inclusive in the compensation for services as specified above in Paragraph 3, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed **ELEVEN THOUSAND, SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$11,700.00)**.

**5. RECORDS**

The Contractor, when applicable, will present documented precise records of time and/or money expended under this Contract.

**6. PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

**7. DOCUMENTS, PRINTOUTS, ETC.**

All documents, books, records, programs, instructional materials, printouts, and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to the Government at the termination of this Contract. The above-described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

**8. LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature including, but not limited to, unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

**9. ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this Contract without prior consent of the Government.

**10. INDEMNIFICATION**

The Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor, under this Contract and arising from any cause, except the sole negligence of Government.

**11. INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an independent Contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

**12. GOVERNING LAW**

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

**13. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification, or amendment in any instance or instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

**14. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties hereto, and all prior understanding or communications, written or oral, with respect to the Project, which is the subject matter of this Contract, are merged herein.

**15. RIGHT TO WITHHOLD**

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while the Contractor gives satisfactory assurance to Government that such claims will be paid by the Contractor or its insurance carrier, if applicable in the event that such contests is not successful.

**16. CONDITION PRECEDENT**

This Contract is subject to the availability of funds appropriated for such purpose and to the approval of the Governor of the Virgin Islands.

**17. TERMINATION**

Either party shall have the right to terminate this Contract with or without cause on thirty (30) days written notice to the other party specifying the date of termination.

**18. PARTIAL TERMINATION**

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the 30-day notice.

**19. NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability, or national origin.

**20. CONFLICT OF INTEREST**

- (a) Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
  - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the District or any agency, board, commission or independent instrumentality of the District, whether compensated on a salary, fee or contractual basis); or
  - (2) a territorial officer or employee and as such, has:
    - (i) familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
    - (ii) not made, negotiated or influenced this contract in its official capacity; and
    - (iii) no financial interest in this Contract as that term is defined in Section 1101(1) of said Code chapter.

**21. EFFECTIVE DATE**

The effective date of this Contract shall be the day of execution of the Contract by the Governor of the Virgin Islands.

**22. NOTICE**

Any notice required to be given, by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT: Cecilia Milliner Emanuel, Assistant Commissioner  
DEPARTMENT OF PROPERTY & PROCUREMENT  
Sub Base, Building No. 1  
St. Thomas, Virgin Islands 00802

Sharon A. McCollum, PhD, Commissioner Designee  
DEPARTMENT OF EDUCATION  
1834 Kongens Gade  
St. Thomas, Virgin Islands 00802-6746

CONTRACTOR: Vickie Brooks  
American Institutes for Research in the Behavioral Sciences, Inc.  
Contract Officer  
1000 Thomas Jefferson St., NW  
Washington, DC 20007

**23. LICENSURE**

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

**24. FALSE CLAIMS**

The Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

**25. NOTICE OF FEDERAL FUNDING**

The Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. The Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. The Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

**26. DEBARMENT CERTIFICATION**

By execution of this Contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event the contractor or subcontractor misrepresents its eligibility to receive contract awards using federal funds, the contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

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**27. LIABILITY INSURANCE**

The Contractor shall provide the Government with proof of commercial general liability insurance and professional liability coverage for the entire period of this Contract. The Contractor shall be insured under a general liability policy and professional liability policy in the amount of not less than **One Million Dollars and Zero Cents (\$1,000,000.00)**. In the event that the Contractor's existing coverage will expire before the end of the term of this Contract, Contractor shall provide proof of the renewal of coverage within ten (10) days after beginning of the new period of the insurance. The policies shall be maintained with insurer(s) and in a form satisfactory to the Government, and the Contractor shall submit a Certificate of Liability Insurance and Declaration/Endorsement pages naming the Government as an additional insured and certificate holder on the commercial general liability policy.

**28. BILLING PROCEDURES and PAYMENT**

The Government will pay Contractor upon receipt of properly completed invoices that shall describe and document to the Government's satisfaction, and shall contain information, including but not limited to, the period of services covered by the invoice, description of the services performed, and the amount of fees in accordance with the compensation schedule in ADDENDUM II attached hereto and made a part of this Contract. Each invoice must be accompanied by copies of applicable supporting documents and any other deliverables due for the invoice period. Invoice shall be directed to the State Director of Instructional Development, and Project Manager, Curriculum and Instruction 1834 Kongens Gade, St. Thomas, Virgin Islands 00802-6746 or by email to: ymcmahon-arnold@stx.k12.vi and rthomas2@doe.vi.

Payment shall be considered timely if made by the Government within forty-five (45) days after receipt of properly completed invoices, and verification that the services invoiced were provided in accordance with the Contract and all applicable federal and local laws and regulations, including all applicable policies, rules, and procedures pertaining to this Contract or the services provided hereunder. Payment shall be sent to the address designated by the Contractor. The Government may, at its sole discretion, withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the Government.

**29. FORCE MAJEURE**

Neither Party shall be liable to the other for any delays or failure to perform under this Contract, as a result of conditions reasonably beyond the Party's control including but not limited to war, terrorist acts, riot, strikes, fire, earthquakes, hurricanes, floods, or any act of God.

**30. DEFAULT AND FAILURE TO PERFORM**

In the event of any failure or refusal of the Contractor to perform its obligations under this Contract, except as defined in Paragraph 29, all costs, charges, and expenses that the Department suffers shall be a part of the damages to be paid by the Contractor to the Department, as a result of such failure or refusal to perform

**31. SEVERABILITY**

If any of the provisions of this contract are determined to be invalid, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect.

**32. OTHER PROVISIONS**

Addendum I, Addendum II, Addendum III, and the Contractor's eligibility documents are attached hereto made a part of this Contract and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

[Signature]

Sharon Ann McCollum 3/26/15  
Sharon A. McCollum, PhD Date

Commissioner Designee  
DEPARTMENT OF EDUCATION

Lisa Mill

Cecilia Milliner Emanuel 4/21/15  
Cecilia Milliner Emanuel Date

Assistant Commissioner  
DEPARTMENT OF PROPERTY AND PROCUREMENT

CONTRACTOR:

AMERICAN INSTITUTES FOR RESEARCH  
IN THE BEHAVIORAL SCIENCES, INC.

[Signature]

Vickie Brooks 3/23/15  
Vickie Brooks Date  
Contract Officer

APPROVED:

[Signature]  
Kenneth E. Mapp  
GOVERNOR OF THE VIRGIN ISLANDS

05-28-15  
Date

APPROVED FOR LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE:

[Signature]  
Date 5/13/15

Account Code No. \_\_\_\_\_

Purchase Order No. \_\_\_\_\_

## CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. \_\_\_\_\_ entered into between  
The Department of Education and **American Institutes for Research in the Behavioral Sciences, Inc.**

\_\_\_\_\_  
Commissioner  
Department of Property and Procurement

RECEIVED  
JAN 10 1964  
U.S. DEPT. OF EDUCATION  
WASHINGTON, D.C.

Contractor's Initials VB  
Contract No. **PC057D0E15**

**ADDENDUM I**  
(Scope of Services)

DEPARTMENT OF JUSTICE  
OFFICE OF THE  
ATTORNEY GENERAL  
2015 APR 23

**Overview of Services**

The Contractor shall provide professional development, consulting and coaching services to DOE to facilitate the implementation of the Teacher and Leader Effectiveness System in the St. Thomas/St. John and St. Croix Districts. The Contractor shall work collaboratively with the Department and FLICC to ensure a successful implementation of the system and shall engage in communication planning. The Contractor shall provide extended training and coaching support to principal evaluations (e.g., superintendents, assistant superintendents) and plan for a comprehensive study of principal and teacher evaluation system implementation, to include educator satisfaction, implementation fidelity, score variation scoring and rater severity study. The professional development services shall be delivered in accordance with the following three (3) tasks and timelines;

**Task 1: Comprehensive Communications Plan Development and Implementation Support**

The Contractor shall work collaboratively with DOE to develop and implement a comprehensive communications plan which will include strategies for engaging stakeholders, such as professional associations and other educators, as well as the media, to build system sustainability and shall include the following activities:

- Coordinate stakeholder efforts with DOE through monthly meetings and shared work planning;
- Provide training and support to school-level coordinators, in order to support front line communications;
- Produce one (1) presentation describing the principal evaluation system, one (1) presentation describing the teacher evaluation system, one (1) presentation describing both alignment between both systems, content for the Department website, and one (1) newspaper article.
- Coordinate dissemination of materials with DOE and FLICC staff

**Task 2: Coaching for Principal Evaluators**

The Contractor shall provide coaching to principals and supervisors on the new principal evaluation system which includes indicators on teacher evaluation implementation and Common Core State Standards (CCSS) implementation. The Contractor shall provide calibration training and support from master coders to assure principal observation and artifact review occur as planned and shall assist in the development of videos on providing effective feedback to principals. The Contractor shall conduct the following activities under Task 2 services:

- One (1), four-hour training on the Contractor's principal observations instruments for observing the quality of instructional feedback for principals, their supervisors, and professional association representatives;

- Fifteen (15) hours of coaching support per principal supervisor for principal supervisors on the Contractor's principal observation instrument for observing the quality of instructional feedback, which supports teacher evaluation implementation;
- One (1) four-hour training and working session to review artifact-review process, and feedback provided from artifact review;
- Collection and scoring of video evidence of leadership feedback for calibration and training purposes;
- Development of one (1) training module, to orient and train new principal supervisors to new principal evaluation system

**Task 3: Planning Support for a Scoring Variation and Severity Study**

The Contractor shall conduct a comprehensive study of DOE's educator evaluation system implementation, to include score variation and rater severity analyses through careful planning and coordination with DOE's human resources data system, to assure study feasibility and data integrity. The Contractor shall develop study protocols, complete human subject's requirements and prepare for a comprehensive study of the new educator effectiveness system which shall result in the development of a detailed proposal for study implementation and shall include the following:

- Development of study protocols and surveys, with input from DOE, FLICC and other partners;
- Testing of a fidelity tracking system, to assure evaluation processes were implemented as planned;
- Analysis of DOE's human resources data systems, to assure analyses are feasible;
- Develop study plan and protocols for DOE to implement during the 2014-2015 and 2015-2016 school years.

**Timelines:**

Task	Sub-Task	Feb	Mar	April	Sept
1	Produce narrated webinars of presentation of teamer and leader evaluation system design, principal evaluation system and teacher evaluation system	X			
1	Train school-level coordinators on communications plan				
1	Write newspaper articles	X	X	X	X
1	Disseminate newspaper articles/news blasts	X	X	X	
2	Complete principal and principal supervisor training	X			
2	Complete portfolio review training	X	X	X	X
2	Develop and code videos of practice		X	X	
2	Coach principal supervisors	X	X	X	X
2	Produce principal supervisor training module on principal observation			X	
3	Convene continuous improvement study taskforce	X		X	X
3	Develop survey and interview protocols	X			
3	Conduct feasibility study of variation and rater severity	X	X	X	X
3	Finalize evaluation study plan	X	X		

Contractor's Initials *VB*

PC057D0E15  
Contract No.

**ADDENDUM II**  
(Compensation)

The Government agrees to pay the Contractor for the satisfactory performance of the services, as described in **ADDENDUM I** (Scope of Services), in an amount not to exceed **SIXTY-ONE THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$61,600.00)**, to be paid in accordance with the following deliverable amounts, which may be billed in partial and multiple billings in accordance with tasks completed:

<i><b>FEE INSTALLMENTS</b></i>	<i><b>AMOUNT</b></i>
<b>Installment #1</b> due and payable after receipt of a properly completed invoice(s) and completion and verification of the <u><b>Task 1</b></u> services in the amount not to exceed <b>Sixteen Thousand, Six Hundred Thirty-Five Dollars and Zero Cents</b>	<b>\$16,635.00</b>
<b>Installment #2</b> due and payable after receipt of a properly completed invoice(s) and completion and verification of the <u><b>Task 2</b></u> services in the amount not to exceed <b>Sixteen Thousand, Six Hundred Thirty-Two Dollars and Fifty Cents</b>	<b>\$16,632.50</b>
<b>Installment 3#</b> due and payable after receipt of a properly completed invoice(s) and completion and verification of the <u><b>Task 3</b></u> services in the amount not to exceed <b>Sixteen Thousand, Six Hundred Thirty-Two Dollars and Fifty Cents</b>	<b>\$16,632.50</b>
<b>Total TRAVEL EXPENSES NOT TO EXCEED ELEVEN THOUSAND, SEVEN HUNDRED DOLLARS AND ZERO CENTS</b>	<b>\$11,700.00</b>
<b>TOTAL CONTRACT COST IN AN AMOUNT NOT TO EXCEED SIXTY-ONE THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS</b>	<b>\$61,600.00</b>

**ADDENDUM III**

(Other Terms and Conditions and Attachments)

**33. THE FOLLOWING IS HEREBY ADDED TO THE END OF PARAGRAPH 7  
(DOCUMENTS, PRINTOUTS, ETC.) OF THE CONTRACT:**

This paragraph excludes supplied materials and work product developed outside of this Agreement in whole, by the Contractor at their sole expense, prior to this Contract's effective date. Including work products developed in conjunction with FLICC under a previous or pre-existing Agreement. Specifically, all intellectual property created by the Contractor which are provided, used, and supplied by Contractor, including all software and derivations thereof, remain the exclusive intellectual property of Contractor and nothing contained herein shall be construed as granting Department any rights, title, or interest in or to Contractor's intellectual property. Together, these materials, shall be considered proprietary materials owned by Contractor ("Contractor's Proprietary Material") unless otherwise stated within previous or pre-existing Agreement. The Contractor hereby grants the Government of the Virgin Islands, Department of Education, a non-exclusive royalty-free license to access and use contractor's Proprietary Material during the term of this contract as required by Contractor to deliver the services herein. The Government of the Virgin Islands, Department of Education acknowledges Contractor's ownership interest in such Contractor's Proprietary Material.

**34. THE FOLLOWING IS HEREBY ADDED TO THE END OF PARAGRAPH 17  
(TERMINATION) OF THE CONTRACT:**

This termination shall be effected by delivering to the Contractor a Notice of Termination and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the 30-day notice.

**35. LIMITATION ON LIABILITY**

(a) Contractor's liability to the Government under or relating to this Contract shall be limited to actual damages and shall in no event exceed the total compensation provided for under this Contract. In no even shall Contractor be liable to the Government for any indirect, special, incidental, exemplary or consequential damages relating to or arising from Contractor's services under this Contract or Contractor's breach of any provision or obligation under this contract or arising from any cause of action under this Contract, including contract, warranty, tort indemnity, or negligence.

(b) NOTWITHSTANDING ANY TERM OR PROVISION IN THIS CONTRACT TO THE CONTRARY, THE LIMITATION ON CONTRACTOR'S LIABILITY SET OUT IN SUBSECTION (a) OF THIS SECTION SHALL NOT APPLLY IN THE EVENT OF GROSS NEGLIGENCE, RECKLESS CONDUCT, OR WILLFUL MISCONDUCT ON THE PART OF CONTRACTOR.